

D/L- 5
12/03/2025
Ct. No.-6
Aritra

C.O. 843 of 2025

**Krishna Kumar Gupta & Anr.
Versus
Amalendu Chatterjee & Ors.**

Mr. Anghuman Chakraborty
Mr. Shivaji Mitra
Mr. Debdipto Banerjee
...for the petitioner

Mr. Prasanta Bisdal
Mr. Md. Jannat Ul Firdous
....for the opposite party No.1 and 3

This application is at the instance of the defendants and is directed against an order being No.185 dated January 9, 2025 passed by the learned Civil Judge (Jr. Div.), 4th Court, Serampore, District-Hooghly in Title Suit No.530 of 2016.

By the order impugned the application under Section 151 of the Code of Civil Procedure praying for an order permitting the petitioner to deposit the differential amount at the enhanced rate for the period from April, 2023 to June, 2024 as per the agreement between the parties stood rejected.

The learned advocate appearing for the petitioner submits that through *bona fide* mistake the petitioner deposited rent month by month at the rate of rent that was adjudicated at the time of disposal of the application under Section 7(2) of the West Bengal

Premises Tenancy Act, but the enhanced rent as per the agreement could not be deposited due to *bona fide* mistake.

Per contra the learned advocate appearing for the plaintiff/opposite party submits that the Court cannot condone the delay for depositing the current rent even on the ground of *bona fide* mistake.

Heard the learned advocates for the parties and perused the material placed.

Section 7(1) of the West Bengal Premises Tenancy Act states that on a suit being instituted by the landlord for eviction on any of the grounds referred to Section 6, the tenant shall, subject to the provisions of sub-Section (2) of the said Section, pay to the landlord or deposit with the Civil Judge all arrears of rent, calculated at the rate at which it was last paid and upto the end of the month previous to that in which the payment is made together with interest at the rate of 10% per annum.

On a bare reading of Section 7(1) (a) of the 1997 Act, it is evident that upon a suit being instituted by the landlord on the grounds mentioned in Section 6 of the 1997 Act, the tenant is obliged to deposit all arrears of rent calculated at the rate at which it was last paid. Section 7(2) of the 1997 Act casts an obligation upon the learned Civil Judge, upon receipt of an application filed under Section 7(2) of the 1997 Act, to pass an order specifying the amount if any, due from the tenant having

regard to the rate at which the rent was last paid and the period for which the default may have been made by the tenant.

A conjoint reading of Section 7(1) and 7(2) of the 1997 Act makes it clear that on a suit being instituted under Section 6 of the 1997 Act, the tenant is obliged to pay rent at the rate at which it was last paid and not at any other rate.

It is not in dispute that the application under Section 7(2) of the 1997 Act was disposed of by an order dated March 19, 2021 and it is also not in dispute that the petitioner has deposited the rent at the rate adjudicated by the learned Trial Judge in the order passed on an application filed under Section 7(2) of the 1997 Act.

This Court is, therefore, of the considered view that it was not necessary on the part of the petitioner herein to pray for permission to deposit at any enhanced rate as per the agreement as the statute provides only to deposit the rent at which it was last paid.

In the light of the aforesaid observations this Court is not inclined to interfere with the order dated January 19, 2025 and CO 843 of 2025 is disposed of with the observations made hereinabove.

There will be no order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Hiranmay Bhattacharyya, J.)